

QUESTIONS AND RESPONSES # 1
PROJECT NO. 050R4800407
NOVELL SOFTWARE RESELLER
September 27, 2004

Ladies/Gentlemen:

This List of Questions and Responses #1 is being issued to clarify certain information contained in the above named IFB. The statements and interpretations of contract requirements, which are stated in the following questions of potential bidders, are not binding on the State, unless the State expressly amends the IFB. Nothing in the State's responses to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

1. **QUESTION:** Section 2 (n) requires the contractor to accept all unopened software packages at the discretion of the customer for return. Neither Novell nor distribution channels accept product returns unless the product is damaged or defective. Why would the contractor have to accept returns if the contractor can't return the product?

ANSWER: This question was previously addressed in Amendment #1 to the IFB dated 8/31/2004.

2. **QUESTION:** Section 2 (n) does not state a time limit. The validity period during which all RMAs, (return merchandise authorization), will remain open is 20 days from the date the RMA is issued. The contractor must allow for in-transit time for the product to be returned, to Novell or the distributor as they must physically receive products within the 20 calendar days. Can this stipulation be added?

ANSWER: This question was previously addressed in Amendment #1 to the IFB dated 8/31/2004.

3. **QUESTION:** Section 3, 1 (c) references product incorrectly ordered. Incorrectly ordered product is not an acceptable reason to return. Novell and the distribution centers will deny an RMA for incorrectly ordered product. Can this item be deleted from the IFB?

ANSWER: Yes, the requirement regarding incorrectly ordered product has been deleted (See Amendment #2 to the IFB dated September 27, 2004)

4. **QUESTION:** Attachment A, Section 6 addresses Patents, Copyrights and Intellectual Property. Novell, the manufacturer, addresses this issue in their MLA contract to the State. Please see Novell's MLA contract Section 9, Intellectual Property Indemnification. Since this is a manufacturer issue, can this section be modified to revert back to the terms set by Novell?

ANSWER: Attachment A – Contract has been modified (See Amendment #2 to the IFB dated September 27, 2004)